

2-3155-1

W559.9

FULLY PAID STYRENE LICENSE

This agreement, effective as of the twenty-fifth day of April 1955, between SHELL DEVELOPMENT COMPANY, a corporation of the State of Delaware, hereinafter referred to as "SHELL", and ESSO RESEARCH AND ENGINEERING COMPANY, a corporation of the State of Delaware, hereinafter referred to as "ESSO RESEARCH",

W I T N E S S E T H T H A T:

WHEREAS, SHELL has taken from ESSO RESEARCH a Styrene License for styrene production on a running royalty basis under the pertinent patent rights of ESSO RESEARCH; and

WHEREAS, SHELL desires to acquire a fully paid license under the same patent rights for the operation by Shell Chemical Corporation, a corporation of the State of Delaware, of a styrene production plant at Los Angeles, formerly designated, and herein referred to, as Plancor 929, and in lieu of part payment therefor is willing to grant certain rights to ESSO RESEARCH,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, the parties hereto agree as follows:

I. ESSO RESEARCH hereby grants to SHELL, with the right to extend the same to Shell Chemical Corporation, a fully paid license for the operation of Plancor 929 under the patent rights of ESSO RESEARCH, as defined in said Styrene License.

II. ESSO RESEARCH hereby grants to SHELL, with the right in SHELL to extend the same to its Affiliates, a fully paid, nonexclusive license under United States Patent No. 2,565,355 and all corresponding foreign patents to make, to have made for its or their own use, and to use but not to sell, apparatus covered by said patents.

III. SHELL agrees to pay to ESSO RESEARCH the sum of Two Hundred Thousand Dollars (\$200,000.00).

IV. SHELL hereby grants to ESSO RESEARCH the right to extend to Compagnie Francaise de Raffinage a fully paid license under French Patent No. 916,925 for the practice by Compagnie Francaise de Raffinage in France of the Fluid Catalytic Cracking Process as defined in the Recommendation No. 41 Agreement of August 7, 1942, to which both parties hereto were parties.

V. SHELL hereby grants to ESSO RESEARCH, together with the right to extend the same to its Affiliates, a fully paid, nonexclusive license to inhibit corrosion and to clean

ships under United States Patents No. 2,351,465 and No. 2,550,997 and all corresponding foreign patents.

VI. SHELL agrees to make available to ESSO RESEARCH for the benefit of Affiliates of ESSO RESEARCH, the following information on plant operations by SHELL's Affiliates of the Fluid Catalytic Cracking Process with a cracking catalyst containing about twenty-five per cent (25%) alumina, identified as MSA-3 Cracking Catalyst:

A. Written material to be transmitted to
ESSO RESEARCH:

1. Houston Operation
 - a. Tabulation of catalyst make-up, withdrawal, and losses before, during, and after MSA-3 test.
2. Wood River Operation
 - a. Tabulation of catalyst make-up, withdrawal, and losses before and during MSA-3 operation on both Wood River catalytic cracking units
 - b. Accompanying information to characterize the units: feed rate, conversion, reactor temperature, coke burning rate
 - c. Data for commercial test run No. 680, May 10, 1955, excluding catalyst properties, with detailed feed inspections
 - d. Data similar to A-2-c. for operation before MSA-3 at similar carbon burning rate or conversion.

3.

B. Sample to be sent to ESSO RESEARCH

1. 150 pounds of equilibrium catalyst from Wood River test run No. 680, corresponding to A-2-c. above
2. Catalyst sample representing previous operation, preferably corresponding to A-2-d. above.

VII. The parties hereto agree that the payment of Two Hundred Thousand Dollars (\$200,000.00) herein referred to, and the payment of Three Hundred Thousand Dollars (\$300,000.00) provided for in the Fully Paid Butadiene Licenses between the parties, will be handled as follows:

A. SHELL will pay over to ESSO RESEARCH all royalties received by SHELL from producers of butadiene at Plancors 933, 1063, 484, 706, 152, but excluding OIP licensees, for their production of butadiene, until ESSO RESEARCH has received a total of Five Hundred Thousand Dollars (\$500,000.00).

B. In the event that the butadiene royalties referred to in A., received by SHELL and paid over by SHELL to ESSO RESEARCH in any calendar year beginning with 1956, shall not amount to Seventy-Five Thousand Dollars (\$75,000.00), SHELL will, within thirty (30) days after the expiration of said year, pay to ESSO RESEARCH the difference between Seventy-Five Thousand Dollars (\$75,000.00) and said royalties,